IN THE PARSI CHIEF MATRIMONIAL COURT AT BOMBAY

SUIT NO. 32 OF 2005

Noshir Phiroze Katrak,
At 29-A, Rosary House,
Gunpowder Road, Mazgaon,
Mumbai - 400 010. ... Plaintiff No.1.

And

Rashna Noshir Katrak,
At Maker Towers, "L" - 121,
Cuffe Parade, Mumbai - 400 005. .... Plaintiff No.2.

Ms. A.S. Khushrushahi for the plaintiff No.1.

Ms. Pooja Jalan for the plaintiff No.2.

Both plaintiffs present in the Court.

CORAM: P.V. KAKADE, J.

DATED: 16TH DEC., 2005

P.C.:

1. The suit is filed for decree of divorce dissolving the marriage by mutual consent as contemplated under Sec.32-B of the Parsi Marriage & Divorce Act, 1936 (hereinafter referred to as the said Act).

2. Both plaintiffs are present before the Court and submit that they were married on 16.1.2004 according to Parsi Zoroastrian rites and customs. They lived together as husband and wife till 1.10.2004, however,

they found that the marriage was not compatible and their temperaments were totally different because of which there were regular clashes between the parties and despite of best efforts to reconcile the dispute, they could not do so and seek divorce by dissolving the marriage, by consent. There are no issues of the said marriage. Hence the petition.

3. In answer to the queries made by the Court, they had submitted that they have filed the consent terms voluntarily and they wish to seek decree of divorce under Sec.32-B of the said Act. The consent terms filed at Exh.B show that the plaintiff No.1 has agreed and undertaken to the Court to pay the plaintiff No.2 a sum of Rs.5 lacs as and by way of permanent lumpsum alimony.

4. The learned counsel for the plaintiff No.1 has presented a cheque of Rs.5 lacs to the Court to be paid to the plaintiff No.2 towards alimony. It is also submitted in the consent terms that parties have exchanged their personal belongings including jewellery and have settled all other issues before filing of the plaint.

5. In view of this position, I do not see any reason

why the decree should not be passed as prayed for.

6. Hence, the suit stands decreed in terms of prayer clauses (a) & (b).

The cheque of Rs.5 lacs is presented to the plaintiff No.2 in presence of the Court and with this observation the suit stands disposed of with no order as to costs.

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